

**NONDISTURBANCE AGREEMENT, SUBORDINATION  
AND ATTORNMENT OF OIL AND GAS LEASE**

This Nondisturbance Agreement, Subordination and Attornment of Oil and Gas Lease (the "Agreement"), executed effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, whose principal address is \_\_\_\_\_ (the "Mortgagee"), and \_\_\_\_\_, a \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ (the "Lessee");

**WITNESSETH THAT:**

WHEREAS, the Mortgagee is the owner of a certain mortgage on residential real property (the "Mortgage") executed by \_\_\_\_\_ (the "Lessor"), to secure the mortgage secured by the real property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Mortgaged Property"); which Mortgage is dated April 12, 2005 and was recorded on April 27, 2005, in Block 1186, 77, in the land records of Tarrant County, State of Texas; and

WHEREAS, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, Lessor executed an oil, gas and mineral lease (the "Lease"), running to the benefit of Lessee and granting certain rights to all or a part of the Mortgaged Property, which Lease is recorded on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the land records of \_\_\_\_\_ County, State of \_\_\_\_\_, at Page \_\_\_\_\_ of Book \_\_\_\_\_.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties set forth below, the parties hereby agree as follows:

1. **NONDISTURBANCE.** Mortgagee acknowledges and agrees that during the life of the Lease encumbering the Mortgaged Property it will not infringe upon or disturb the leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including, subject to the provisions of Section 2 hereof, the right to pay all rents and royalties payable under the Lease to the Mortgagor.

2. **PAYMENT OF ROYALTIES.** Lessee agrees, in consideration of the execution of this Agreement by Mortgagee, that in the event the Mortgagee advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Mortgagee all royalties and rentals due or to become due until further notice by Mortgagee that the Lessor is no longer delinquent.

3. **ATTORNMENT.** In the event the Mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the Lessor under the Lease, the Lessee agrees that it shall recognize the Mortgagee as the successor in interest to the Lessor and to any and all of the right, title and interest of the Lessor under the Lease. In such case, the Lessee also agrees to render to the Mortgagee the performance of all of the Lessee's obligations which, under the terms of the Lease, are for the benefit of the Lessor, for the balance of the term of the Lease remaining, with the same force and effect as if the Mortgagee were the Lessor under the Lease.

The Lessee hereby attorns to the Mortgagee, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee's succession to the interests of the Lessor under the Lease; provided, however, that the Lessee shall not be obligated to pay royalties payable to the Lessor under the terms of the Lease to the Mortgagee until the Lessee shall receive written notice from the Mortgagee in accordance with the terms of Section 2 hereof. The respective rights and obligations of the Lessee and the Mortgagee upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, be the same as now set forth in the Lease. The Lease and all of

its' terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

4. **CONFLICT BETWEEN AGREEMENT AND LEASE.** In the event of any conflict or difference between the terms of this Agreement and the terms of the Lease, Lessee agrees that the terms of this Agreement shall supersede and be applicable in lieu of the terms of the Lease.

5. **BINDING AFFECT.** The rights and obligations of the parties hereunder shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

6. **AMENDMENTS.** This Agreement may not be amended or modified except by a writing signed by Mortgagee and Lessee or their permitted successors and assigns.

7. **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with and be governed by the laws of the United States insofar as they may be applicable, and if such laws are not applicable, then under the laws of the state in which the Property is located.

8. **NOTICE.** Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested or (d) prepaid telegram or facsimile transmission (provided that such telegram or facsimile transmission is confirmed as received), addressed as follows:

If to Mortgagee, to:

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If to Lessee, to:

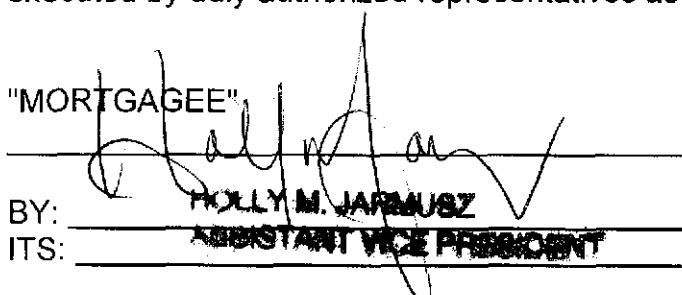
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Either party hereto may change the address set forth above by giving written notice to the other party in the manner set forth above. Any such notice or communication shall be deemed to have been given (i) in the case of hand delivery, at the time of personal delivery, (ii) in the case of delivery service or mail, as of the date of receipt, or (iii) in the case of telegram or facsimile, upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the day and year first written above.

"MORTGAGEE"  
  
BY: MOLLY M. JARMAN  
ITS: ASSISTANT VICE PRESIDENT

"LESSEE"

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

THE STATE OF NEW YORK  
COUNTY OF ERIE

8 This instrument was acknowledged before me on the 30 day of July,  
2007 by Holly M. Tarmusz (Name) of Assistant Vice President, as (Title) on  
behalf of said corporation. BANK OF AMERICA N.A.

My Commission Expires: 9-9-2010  
State, NEW YORK  
County, Wyoming

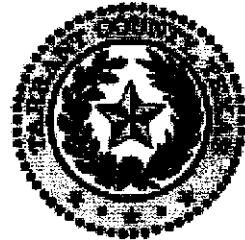
Notary Public

*Jennifer A. Collier*  
**JENNIFER A. COLLIER**  
Notary Public - State of New York  
No. 01CO5065592  
Qualified in Wyoming County  
My Commission Expires September 9, 2010

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (Name) of \_\_\_\_\_  
Oil and Gas Company, as \_\_\_\_\_ (Title) on behalf of said  
corporation. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_  
State, \_\_\_\_\_  
County, \_\_\_\_\_



HERBERT F MULLIGAN  
509 HIGHWOODS TRL

FT WORTH TX 76112

Submitter: HERBERT F MULLIGAN

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/13/2008 11:17 AM

Instrument #: D208316975

LSE 4 PGS \$24.00

By: \_\_\_\_\_



**D208316975**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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